



## INSTRUMENT OF DELEGATION

### DEANS MARSH MEMORIAL PARK COMMITTEE OF MANAGEMENT - October 2017

#### 1. **GENERAL:**

##### 1.1 Powers

In exercise of the power conferred by Section 86(3) of the Local Government Act 1989 ("The Act"), the Surf Coast Shire Council delegates to the Special Committee (known as the **Deans Marsh Memorial Park** Committee of Management) established by resolution of the Council, the powers, duties and functions set out in this Instrument of Delegation and declares that:

1.1.1 This Instrument of Delegation is authorised by a resolution of Council, passed on 26 September 2017; and

1.1.2 The delegation

1.1.2.1 comes into force immediately the Chief Executive Officer signs and executes this Instrument of Delegation;

1.1.2.2 remains in force until Council resolves to vary or revoke it;

1.1.2.3 is subject to any conditions and limitations set out herein; and

1.1.2.4 is to be exercised in accordance with any guidelines or policies, which Council from time to time adopts.

#### 2. **DEFINITIONS:**

2.1 "The Special Committee" shall mean the **Deans Marsh Memorial Park** Committee of Management' appointed pursuant to the provisions of Section 86 of the Local Government Act 1989.

2.2 "Council" shall mean the Council of the Municipality of the Surf Coast Shire.

2.3 "Councillor" shall mean a person currently elected to serve on the Council pursuant to the provisions of the Local Government Act 1989 and the Constitution Act 1975.

2.4 "Facility" shall mean the reserve and buildings known as **Deans Marsh Memorial Park** and as highlighted on the attached plan.

### **3. OBJECTIVES OF THE SPECIAL COMMITTEE:**

The objectives of the Special Committee shall be to control and manage the Facility and to act as a policy development, planning, promotion, co-ordinating and management body for the Facility and in particular:

- 3.1 Act as an advisory and liaison body between the Council and the community which use the Facility.
- 3.2 Encourage public interest and maximise involvement and participation of the community in the development of the Facility.
- 3.3 To ensure a wide range of community, cultural and entertainment programs to give residents a choice of leisure-time activities.
- 3.4 To ensure the effective financial control of the Facility to meet the Council's and Special Committee's objectives.
- 3.5 To make representation to Council on behalf of other organisations relating to the Facility.
- 3.6 To effectively manage and operate the facility in the best interests of the community.

### **4. POWERS / FUNCTIONS / DUTIES OF THE SPECIAL COMMITTEE:**

In furtherance of its objective, the Special Committee shall have, by this instrument of delegation from the Council, the following power and functions:

- 4.1 In accordance with Council policy develop, approve, repeal and make alteration to policies, procedures, rules and regulations necessary for the proper management of the Reserve, having regard to the objectives of the Special Committee and Council policy.
- 4.2 The Committee of Management continues to manage the precinct by:
  - actively promoting its use.
  - 4.2.2 assisting the community and user groups to access the facilities.
  - 4.2.3 ensuring users maintain the facilities in accordance with their user agreements.
  - 4.2.4 monitoring the physical condition of all precinct assets, ensuring they are generally maintained in a safe condition and are fit for purpose.
  - 4.2.5 working with council officers on asset maintenance and development plans.
  - 4.2.6 implementing and maintaining a simple technology-based financial management system.
  - 4.2.7 raising funds and soliciting and receiving donations.
- 4.3 Recommend to Council on the development of future capital works and the provision of future facilities and amenities to the Facility.
- 4.4 The Special Committee shall not carry out or authorise any capital works, extensions, additions or materially alter the buildings or surrounds without prior approval from the Council.
- 4.5 Authority to seek advice, assistance and expertise as is necessary for the proper and efficient management of the Facility within the constraints of the budget and including the ability to invite persons to the meetings of the Special Committee as observers or advisers. (*Note: Special Committee meetings must be open to the public.*)
- 4.6 Resolve conflicts where these occur in the requirements of the community using the Facility.
- 4.7 Convene or cause to be convened such meeting, forums, seminars or other activities as may be deemed of value by the Special Committee to meet or assist in meeting its objectives.
- 4.8 Liaise with Council and its staff to ensure continuing co-operation and co-ordination of the Facility.
- 4.9 Ensure the safety requirements and acts and regulations appropriate to the management of the Facility are adhered to.
- 4.10 The Special Committee and its servants shall not commit, or permit to be carried out, any act which will render the operation of Council's insurance policies invalid.
- 4.11 Publicise and promote interest in the Facility.
- 4.12 Require all users to agree to abide by the conditions of use or any rules made by Special Committee and to advise Council in respect of and give effect to any regulation made by the Council applicable to the Facility.
- 4.13 To be responsible for ensuring that conditions of use imposed by Council Local Laws and policies and State and Federal Laws are enforced and for reporting to the Council any breaches which occur.
- 4.14 To ensure that the Facility under the management of the Special Committee is kept in a clean condition at all times and is used in a reasonable and lawful manner by such organisation or individuals.
- 4.15 To promptly report to the Council via the Customer Request Maintenance (CRM) system any breakages or damage relating to the Facility or malfunction of any mechanical hazard deemed to be a risk management issue or any abnormal damage to playing surfaces or surrounds or any other equipment concerning the Facility.
- 4.16 To undertake or arrange for maintenance in respect of the Facility under the management of the Special Committee as outlined in **Appendix 1**.
- 4.17 Conduct an asset register audit for contents and equipment to be submitted to Council in February of each year. Any equipment or contents that are purchased by the Special Committee are required to be documented on Council's Asset register.

Further information on the role and responsibility of Council and the Special Committee is contained in **Appendix 1**.

## 5. **FINANCE:**

The Special Committee shall manage their finances so as to:

- 5.1 Ensure the effective financial control of the Special Committee.
- 5.2 Submit a recommended fees and charges summary to Council for consideration prior to 30 November each year. Upon approval Council will include this summary in its adopted schedule of fees for the following financial year.
- 5.3 To open an account in the name of a Special Committee, funds must be deposited in an institution that meets the following guidelines:
  - It is an authorised deposit-taking institution as stipulated in s143(c) of the Local Government Act with a registered ABN and a Regional office in Australia.
  - Is a deposit-taking institution, whether bank, credit union, or building society, that is covered by the Australian Commonwealth Government's bank deposit guarantee and is eligible to use the following seal below.
  - The deposit taking institution shall only remain in the following range of credit ratings published by Standard & Poors Rating Services at all times:  
Short Term Ratings  
A-1  
A-2  
Long-term ratings  
AAA  
AA



- 5.4 All monies received from hire fees, rental and charges associated with the management of the Facility shall be retained by the Special Committee. All monies received by the Special Committee shall be applied to the maintenance, operations and improvements of the Facility and any other expenses which may be incurred by the Special Committee in its management of the Facility.
- 5.5 The financial year shall be from 1 July to 30 June and all accounting functions shall conform to the requirements of Australian Accounting Standards, the Local Government Act 1989 and relevant regulations.
- 5.6 The Special Committee member elected as Secretary/Treasurer shall present an operating statement and statements of financial position at the conclusion of each financial year for presentation to the designated meeting of the Special Committee.
- 5.7 All monies received on behalf of the Special Committee shall be banked within fourteen (14) days of receipt.
- 5.8 The Special Committee may enter into supplier/service contracts associated with the management of the Facility with the consent of Council. Specific contracts shall not exceed \$5,000.
- 5.9 The Special Committee shall have the power to raise funds, solicit and receive donations, in accordance with the objectives of the Special Committee, policies of Council and in accordance with the budget.
- 5.10 The Special Committee shall have the power to pay from funds received the cost of minor maintenance, electricity, water charges or gas used, honorariums, petty cash and secretarial expenses as the Special Committee determines.
- 5.11 The Special Committee shall have the power to hold or sponsor fundraising activities subject to written Council approval
- 5.12 All monies received by the Special Committee shall be paid promptly into a bank account in the Special Committee's name and amounts shall only be drawn from that account on the signature of any two of the following office bearers:  
Chairperson  
Secretary  
Treasurer
- 5.13 The Special Committee shall forward to Council an Annual Statement of Accounts for audit purposes bearing the Auditor's Certificates. The Chairperson shall be responsible for ensuring that the report is lodged with Council by 31 October each year prior to the Special Committees Annual General Meeting.

## **6. MEMBERSHIP:**

- 6.1 The Special Committee shall comprise up to nine (9) members, appointed by Council resolution as per below.
- 6.2 Community representatives who must be residents of the Surf Coast Shire (unless otherwise approved by Council).
- 6.3 The appointment of the community representatives shall be selected by calling for registrations of interest from the community by way of a notice in the Public Notice Advertisement Section of a local newspaper. The Council shall determine the selection of the community representatives based on a documented selection process, with reference to the position description and any other relevant criteria as determined by the Committee, and shall determine the final membership of the committee.
- 6.4 It is highly desirable that the membership of the independent community representatives for the Committee of Management be filled in accordance with a skill based approach, with the representatives possessing at least one of the following skills to a high degree:
- Accounting
  - Governance
  - Auditing
  - Finance
  - Government Relations
  - Business
  - Community Engagement
  - Advocacy
  - Legal
  - Media
  - Ethics
  - Fundraising
  - Administration/Management
  - Demonstrated Local Knowledge
  - Community Interest or Involvement.
- 6.5 It is also highly desirable that the skills mentioned above in 6.4 are possessed by the Office Holders for the following positions:
- Chairperson
  - Secretary
  - Treasurer
- 6.6 A member of the Special Committee shall be eligible for re-nomination at the expiration of the period of office. Members will be appointed for a period as designated in the terms of appointment.
- 6.7 A Special Committee member who is absent from three (3) consecutive committee meetings without approval by the Special Committee shall forfeit their membership.
- 6.8 Any vacancy caused by the resignation of a Committee representative, shall only be filled by Council via an expression of interest process. Any new member(s) nominated by the Committee must be endorsed by Council Resolution.
- 6.9 A Council Officer will liaise with the Committee and attend meetings as requested. A Council Officer will attend the Special Committee AGM each year.
- 6.10 Any new Committee members will be required to undertake a Police check and working with children check in accordance with Victorian Government Child Safe Standards Legislation
- 6.11 Each new Committee member is required to undertake governance training with Council within 6 weeks of their membership being endorsed by Council.

## **7. MEETINGS:**

### **7.1 Meetings**

- 7.1.1 The Special Committee shall hold at least four (4) meetings during the year on such dates as the Chairperson appoints.
- 7.1.2 The Secretary shall give reasonable notice of all meetings by distributing a notice of the meeting to all members at least seven (7) clear days prior to the meeting.
- 7.1.3 At the Committee AGM Office Bearers will be elected to the positions of Chairperson, Secretary, Treasurer and other positions determined by the Special Committee as being necessary for the efficient functioning of the Committee. At this meeting the Special Committee will also receive and adopt the annual financial statements.

## **7.2 Special Meetings**

- 7.2.1 The Chairperson may call a special meeting by giving notice to all Special Committee members in the manner prescribed hereunder or shall call a special meeting upon receiving from any three members of the Special Committee a written request that such a meeting be called. The notice by the Chairperson or the request by the three Special Committee members shall contain a statement of the purpose of the meeting. The meeting will be held on such dates and at such time as fixed by the Chairperson.
- 7.2.2 In cases where the Chairperson calls a meeting in response to a request, the meeting shall be held within 21 days of receiving such request. The Chairperson shall arrange for notice of the meeting to be given to all Special Committee members. No other business shall be transacted at that meeting except that specified in the Notice.
- 7.2.3 Council must be informed of any Special Committee meetings. Minutes must be distributed within 14 days and must be formally endorsed at the next Committee meeting.

## **7.3 Meeting Procedures**

All relevant requirements of the Local Government Act 1989 and Council's Local Law No. 2 – Council Meeting Procedures and Common Seal must be adhered to including:

- 7.3.1 The quorum at any Special Committee meeting shall be a majority of members of the Special Committee (ie half of the Committee members, plus one).
- 7.3.2 The Chairperson shall take the Chair at all meetings at which the Chair is present. If the Chair is absent the members present may appoint one of their numbers to chair the meeting.
- 7.3.3 Minutes shall be kept of the proceedings at all meetings and after confirmation shall be signed by the Chairperson of the meeting at which they are confirmed. Copies of minutes will be circulated and forwarded to Council within fourteen (14) days of the meeting.
- 7.3.4 If a member of the Special Committee has a conflict of interest in any matter in which the Special Committee is concerned, the member must disclose the nature of that interest at the meeting at which the matter is discussed. The member must leave the room in which the meeting is being held during discussion or voting on the matter. The minutes must record the conflict of interest and the time the member left and returned to the meeting.
- 7.3.5 Any meeting or special meeting of the Special Committee must be open to members of the public.
- 7.3.6 The Special Committee may resolve that the meeting be closed to members of the public if the meeting is discussing any of the following:
  - 7.3.6.1 Contractual matters.
  - 7.3.6.2 Proposed development.
  - 7.3.6.3 Legal advice.
  - 7.3.6.4 Matters affecting the security of Council property.
  - 7.3.6.5 Any other matters which the Special Committee considers would prejudice the Council or any person.
  - 7.3.6.6 A resolution to close the meeting to members of the public.
- 7.3.7 If the Special Committee resolves to close the meeting to the public, the reason must be recorded in the minutes of the meeting.
- 7.3.8 A motion before a meeting of the Committee is to be determined as follows:
  - 7.3.8.1 Each member of the Special Committee who is entitled to vote is allowed one vote.
  - 7.3.8.2 The question is determined in the affirmative by a majority of the members of the Special Committee present at a meeting at the time the vote is taken voting in favour of the question.
  - 7.3.8.3 If the number of votes in favour of the question is half the number of Special Committee members present at the meeting at the time the vote is taken, the Chairperson has a second vote.
  - 7.3.8.4 Committee members may abstain from voting however the decision to do so should not be taken lightly as it could be seen as an abrogation of a Committee Member's responsibility.
  - 7.3.8.5 Unless the procedures of the Special Committee otherwise provide, voting must be by show of hands.
  - 7.3.9 Any decision of the Special Committee which does not relate to a matter delegated to the Special Committee cannot be actioned until approved by Council.
- 7.3.10 In the event of any unresolved dispute arising, the matter shall be submitted to Council in writing and any decision made thereon by the Council shall be final.
- 7.3.11 The Special Committee may form sub-committees from amongst its members for the purpose of recommending on matters pertaining to the provisions of this instrument of delegation, provided that no decision is made.
- 7.3.12 The Chairperson shall be an ex-officio member of all sub-committees.
- 7.3.13 Such sub-committees shall only be established by resolution of the Special Committee and shall only carry out those functions stated in such resolution.

**8. OFFICE BEARERS:**

8.1 The Special Committee shall elect the following Office Bearers:

- Chairperson
- Secretary
- Treasurer
- Bookings Officer (as required)
- Maintenance Liaison Officer (as required)
- Any other office the Committee may wish to appoint.

8.2 Office bearers shall hold office for a period of twelve months or until they resign their office (whichever first occurs).

**9. INDEMNITY:**

The Council will indemnify members of the Committee against any action, liability, claim or demand on account of any matter or thing done by them on behalf of the Special Committee when they are acting in accordance with this Instrument of Delegation by that member of the Committee in the honest and reasonable belief or under a mistake of law that the member was properly exercising any function or power of the Special Committee.

**10. POWERS EXCLUDED:**

10.1 The Special Committee is not by this Instrument of Delegation empowered to do any of the following things without the written approval of the Council.

- 10.1.1 Enter into contracts, exceeding a value of \$5,000 p.a.
- 10.1.2 Borrow money.
- 10.1.3 Incur any banking overdraft.
- 10.1.4 Make any alterations or additions to the facility without consent of Council.

**11. TERMS OF APPOINTMENT:**

This delegation shall expire on the 26 October 2021, unless otherwise extended or revoked in writing by the Council.

**12. COMMUNICATIONS:**

Surf Coast Shire Council and Deans Marsh Memorial Park Committee of Management will work together to develop a harmonious relationship that takes into account the needs and wants of stakeholders. As such **Attachment 2 'Communications Protocol'** will form the basis for communication between the Committee and Council.

**13. REVOCATION:**

This Instrument of Delegation may be revoked at any time by Council, if in the view of Council the Committee is not managing the facility in the best interest of user groups, the community and/or Council.

Signed on behalf of the Surf Coast Shire Council)

by the Chief Executive Officer )  
in the presence of: )

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Witness

**APPENDIX 1 - MAINTENANCE RESPONSIBILITY SCHEDULE FOR TENANTS OF COUNCIL OWNED OR MANAGED PROPERTY**

ITEM	LESSEE'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
Air conditioning and/or heating & cooling appliances  (If applicable).	<ul style="list-style-type: none"> <li>Any additional units.</li> </ul>	<ul style="list-style-type: none"> <li>Replacement of existing units at the end of its economic life</li> <li>Service and repair when required of all units.</li> </ul>
Building, General.	<ul style="list-style-type: none"> <li>Determine and document any specific requests to Council for building alterations and other capital improvements.</li> <li>Not to undertake any work unless prior written approval by Council.</li> <li>Notify Council of any damage requiring rectification.</li> <li>All repairs resulting from inappropriate activity by the Lessee as reasonably determined by Council.</li> </ul>	<ul style="list-style-type: none"> <li>Ensure satisfactory completion of approved works.</li> <li>Undertake works required to ensure the Premises meet appropriate standards or regulations.</li> <li>Assess all requests submitted.</li> </ul>
Cleaning.	<ul style="list-style-type: none"> <li>All costs of cleaning for the Premises. to ensure it is maintained in a clean &amp; hygienic state</li> </ul>	<ul style="list-style-type: none"> <li>Ensure that reasonable standards are maintained.</li> </ul>
Ceiling, internal walls.	<ul style="list-style-type: none"> <li>Costs of repair and replacement due to negligent damage by the Lessee.</li> <li>Report faults to council</li> </ul>	<ul style="list-style-type: none"> <li>Major repair and/or replacement due to structural faults/age.</li> <li>Cost of routine repairs &amp; painting</li> </ul>
Furnishings and equipment (if applicable).	<ul style="list-style-type: none"> <li>Repairs or replacement as required.</li> </ul>	<ul style="list-style-type: none"> <li>None.</li> </ul>
Curtains/Drapes/Blinds  (If applicable).	<ul style="list-style-type: none"> <li>Report faults to council</li> </ul>	<ul style="list-style-type: none"> <li>Periodic cleaning</li> <li>Cost of routine repairs</li> </ul>
Electrical wiring, fittings and lights. Test & Tag compliance	<ul style="list-style-type: none"> <li>Reimburse Council for the cost of any additions to existing lighting.</li> <li>Supply and replacement of all light globes.</li> </ul>	<ul style="list-style-type: none"> <li>Repair or replacement of all electrical components other than light globes.</li> <li>Provision of electrical safety switches to switchboards.</li> <li>Test &amp; Tag compliance</li> </ul>
Emergency Lighting.	<ul style="list-style-type: none"> <li>Report to council</li> </ul>	<ul style="list-style-type: none"> <li>Annual replacement of light globes.</li> <li>Compliance inspections and annual BCA essential safety measures testing</li> <li>All maintenance and repair as required</li> </ul>
Fire alarm system  (If installed).	<ul style="list-style-type: none"> <li>Any costs associated with abuse by Lessee.</li> <li>Any costs of false alarms as a result of action of the Lessee.</li> </ul>	<ul style="list-style-type: none"> <li>Replacement of batteries to stand alone smoke detectors on a 12 monthly basis.</li> </ul>

ITEM	LESSEE'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
Exit Doors	<ul style="list-style-type: none"> <li>Maintain a clear path of travel</li> </ul>	<ul style="list-style-type: none"> <li>Undertake 3 monthly inspections. (ESM Regulations).</li> </ul>
Emergency Exit Plans & Procedures.	<ul style="list-style-type: none"> <li>Ensure Plans &amp; procedures are known to all user groups</li> </ul>	<ul style="list-style-type: none"> <li>Provide and maintain.</li> </ul>
Fire extinguishers and other fire suppression equipment.	<ul style="list-style-type: none"> <li>Cost of fill if discharged due to misuse.</li> <li>Report defects or loss.</li> <li>Replace if stolen or lost except in the case of burglary of the Premises.</li> <li>Maintain clear access.</li> </ul>	<ul style="list-style-type: none"> <li>Additional units if assessed by Council as required...</li> <li>Replacement on expiry date.</li> <li>Service inspection and maintenance charge</li> <li>Undertake 6 monthly inspections. (ESM Regulations).</li> </ul>
Floor surfaces and coverings.	<ul style="list-style-type: none"> <li>Cleaning of all floor surfaces and coverings.</li> <li>Report faults to council</li> </ul>	<ul style="list-style-type: none"> <li>Repair and/or replacement at the end of their economic life.</li> </ul>
Flyscreens (If applicable).	<ul style="list-style-type: none"> <li>Costs of repair and replacement due to negligent damage by the Lessee.</li> </ul>	<ul style="list-style-type: none"> <li>Install fly screens if required under regulation.</li> <li>All maintenance and repair as required</li> </ul>
General joinery, doors, cupboards etc.	<ul style="list-style-type: none"> <li>Costs of repair and replacement due to negligent damage by the Lessee.</li> <li>Report faults to council</li> </ul>	<ul style="list-style-type: none"> <li>Replacement due to age, structural defect or vandalism, subject to Council assessment.</li> <li>All maintenance and repair as required.</li> </ul>
Glass & Glazing.	<ul style="list-style-type: none"> <li>Cleaning as per "Cleaning Schedule".</li> <li>Costs of repair and replacement due to negligent damage by the Lessee.</li> <li>Report faults to council</li> </ul>	<ul style="list-style-type: none"> <li>Replacement due to breakage as result of all other actions or events.</li> </ul>
Grounds and surrounds.  Fencing and gates.	<ul style="list-style-type: none"> <li>Determine and document any specific requests to Council for building alterations and other capital improvements.</li> <li>Maintenance of garden hoses, sprinklers, etc...</li> </ul>	<ul style="list-style-type: none"> <li>Fencing to comply with regulatory requirements</li> <li>Remove graffiti from external areas.</li> <li>Define and oversee standards</li> <li>Major pruning (branches greater than 100mm diameter) or any tree removal</li> <li>Repair and replacement of existing pavements to pathways, driveway etc.</li> </ul>
Intercom/communication system (if installed).	<ul style="list-style-type: none"> <li>Service/maintenance charges.</li> <li>Up-grade or replacement.</li> </ul>	<ul style="list-style-type: none"> <li>None.</li> </ul>
Keys and locks.	<ul style="list-style-type: none"> <li><i>Site specific input</i></li> <li>Cost of replacement of lost or damaged keys.</li> <li>Cost or repair and replacement of lock if due to Lessee abuse.</li> <li>At the discretion of the Council, costs of re-keying of Premises in the event of loss of keys by Lessee.</li> <li>Replacement of lock/additional locks if required for security.</li> </ul>	<ul style="list-style-type: none"> <li>All maintenance and repair as required</li> <li>Ensure locks are on Councils key system.</li> <li>Provide 2 keys</li> </ul>



ITEM	LESSEE'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
	<ul style="list-style-type: none"> <li>Additional keys supplied by council at users cost.</li> <li>Report to council</li> </ul>	
Daily Security of Building	<ul style="list-style-type: none"> <li>Securing of premises including locking doors and windows before leaving</li> </ul>	<ul style="list-style-type: none"> <li>None.</li> </ul>
Notice Boards etc.	<ul style="list-style-type: none"> <li>Provide and maintain units.</li> <li>Locate units in locations as approved by Council.</li> </ul>	<ul style="list-style-type: none"> <li>None.</li> </ul>
Painting.	<ul style="list-style-type: none"> <li>Costs to re-paint internally if damage result of misuse by Lessee.</li> </ul>	<ul style="list-style-type: none"> <li>Internal and external as per council cyclic program</li> </ul>
Permanent appliances if applicable (direct wired to main switchboard) e.g.:  Dishwashers  Ovens, stoves  Exhaust fans  Ceiling fans.	<ul style="list-style-type: none"> <li>Cleaning as per "Cleaning Schedule".</li> <li>Repair and/or replace if damaged through Lessee abuse.</li> <li>Report to council</li> <li>Ensure appliances are switched off prior to vacating premises.</li> </ul>	<ul style="list-style-type: none"> <li>Repair and replace when required, subject to Council assessment.</li> <li>Additional appliances. Testing and Tagging in accordance with AS 3760</li> </ul>
Plumbing.	<ul style="list-style-type: none"> <li>Report to council</li> <li>Trade Waste Trap cleaning costs</li> </ul>	<ul style="list-style-type: none"> <li>Repair and replace when required, subject to Council assessment.</li> <li>Replacement of tap washers.</li> <li>Cleaning of blocked toilets and blocked property sewerage pipes</li> <li>Drainage repairs/works, including broken sewerage pipes, drains and pits.</li> </ul>
Roof, external walls, spouting and downpipes.	<ul style="list-style-type: none"> <li>Report faults to council</li> <li></li> </ul>	<ul style="list-style-type: none"> <li>Repair and replace when required, subject to Council assessment...</li> <li>Gutter cleaning program</li> </ul>
Security Alarm System  (If installed).	<ul style="list-style-type: none"> <li>Seek approval in writing from Council prior to installation.</li> <li>Install or replace systems.</li> <li>Meet system and operating costs.</li> <li>Manage usage of the system.</li> <li>Any calls out and service costs i.e. false alarms, misuse.</li> <li>Provide security system details to Council.</li> </ul>	<ul style="list-style-type: none"> <li>None.</li> </ul>
Security patrol services (at discretion of Council).	<ul style="list-style-type: none"> <li>Call out and emergency service costs.</li> </ul>	<ul style="list-style-type: none"> <li>Security patrol services</li> </ul>
Signage (Internal).	<ul style="list-style-type: none"> <li>Cleaning of all signs.</li> <li>Additional signage as required and as approved by Council.</li> </ul>	<ul style="list-style-type: none"> <li>Ensure that reasonable standards are maintained.</li> </ul>
Signage (External).	<ul style="list-style-type: none"> <li>None</li> </ul>	<ul style="list-style-type: none"> <li>Maintenance as per "Grounds Maintenance".</li> <li>Additional signage as required and</li> </ul>

ITEM	LESSEE'S RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
		as approved by Council. <ul style="list-style-type: none"> <li>Initial identification signage to be provided by Council.</li> <li>Replacement or maintenance of initial signage.</li> </ul>
Skylights. (If installed).	<ul style="list-style-type: none"> <li>Report faults to council</li> </ul>	<ul style="list-style-type: none"> <li>Repairs when required,</li> </ul>
Smoke detectors.	<ul style="list-style-type: none"> <li>Change batteries 12 monthly for portable units.</li> </ul>	<ul style="list-style-type: none"> <li>Service inspection and maintenance</li> <li>Undertake 6 monthly inspections. (ESM Regulations).</li> </ul>
Telecommunications systems (fax, photocopier, telephones, printers, computers, and modems).	<ul style="list-style-type: none"> <li>Service and maintenance outgoings.</li> <li>Replacement costs.</li> </ul>	<ul style="list-style-type: none"> <li>None.</li> </ul>
Waste Disposal.	<ul style="list-style-type: none"> <li>As per Clause 2.4.</li> <li>Additional removal of hard rubbish above standard domestic waste service.</li> <li>Additional domestic waste handling.</li> <li>Provision of sanitary services</li> </ul>	<ul style="list-style-type: none"> <li>Provide domestic garbage and recycling service, as per standard council residential waste program</li> </ul>
White goods or equipment i.e. Refrigerator, washing machine, clothes dryer, freezer., toasters, urns, microwaves  (not supplied by council)	<ul style="list-style-type: none"> <li>Service and maintenance costs.</li> <li>Replacement costs.</li> <li>Ensure appliances are switched off prior to vacating premises</li> </ul>	<ul style="list-style-type: none"> <li>Testing and Tagging in accordance with AS 3760</li> </ul>
Utilities Charges	<ul style="list-style-type: none"> <li>All utility charges including but not restricted to water , gas, telephone, sewerage, electricity</li> </ul>	<ul style="list-style-type: none"> <li>None</li> </ul>
Car Parks	<ul style="list-style-type: none"> <li>None</li> </ul>	<ul style="list-style-type: none"> <li>Repaint existing line markings</li> <li>Maintain existing surfaces in safety operational condition</li> </ul>
Bookings/Fees	<ul style="list-style-type: none"> <li>Bookings for premises</li> <li>Collection of all fees &amp; charges</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>
On-Site Contractors	<ul style="list-style-type: none"> <li>None</li> </ul>	<ul style="list-style-type: none"> <li>Supervised by Council Nominated Officer</li> <li>Notify Community House coordinator in advanced of works commencing</li> </ul>
Food Preparation Areas /Kitchens	<ul style="list-style-type: none"> <li>Maintain food handling equipment/ area in Hygienic condition so as to comply with regulations</li> </ul>	<ul style="list-style-type: none"> <li>None</li> </ul>
Advertising Signs	<ul style="list-style-type: none"> <li>Maintenance of advertising signs where written council approval has been given for erection</li> </ul>	<ul style="list-style-type: none"> <li>Written approval</li> </ul>

Note:-

Please report all requests for service by calling (03) 5261 0600

This will ensure recording of the details in the Surf Coast Shire Computerised Maintenance System

## **APPENDIX 2 - COMMUNICATIONS PROTOCOL**

Surf Coast Shire Council is committed to working in an open and harmonious way with the community. As such Council will:

- Seek to manage service delivery to meet the expectations of the community within the resources available; and
  - Be open and transparent in its dealings with its community.
- This protocol seeks to define how Surf Coast Shire Council and the committees of management of Council facilities will communicate.

### **Council will:**

- Provide each new committee member with governance training within 6 weeks of their membership being endorsed by Council.
- Consult with committees of management in the development and implementation of capital works and maintenance programs.
- Consult with committees of management in developing and administering maintenance schedules.
- Provide committees of management with maintenance schedules and programs annually or prior to the commencement of the seasons whichever is applicable.
- Advise the nominated committee of management representative of any variations to maintenance schedules and programs where they will interfere with the operation of the Council facility within 24 hours of the variation occurring.
- Respond to maintenance requests and letters from committees of management within fourteen working days.
- Advise committees of management of any decisions or matters that will restrict or impinge on the use of their facilities within 24 hours of the decision.
- Provide committees of management with a list of designated Council Officers authorised to be the contact person for specific matters and concerns annually.
- Meet with committees of management formally once per year to discuss matters of interest and concern to both parties.
- Explain clearly any decisions made that effect committees of management in respect to maintenance, capital works and the like.
- Regularly inspect the facilities to ensure it is being maintained in a proper condition in accordance with any service specifications and the like.

### **Committees of Management will:**

- Assist Council in ensuring that facilities are presented in the best possible condition taking into account the prevailing conditions.
- Advise the Recreation and Open Space Planning Department annually of a nominated committee of management representative, together with their address and phone numbers, who will be the committee of management's contact person for Council for that year.
- Raise directly with the relevant, designated Council Officer any concerns or matters regarding contractor performance or any matters or concerns relating to maintenance schedules and programs.
- Not seek to direct Council contractors or Council staff when carrying out their duties at the facility.
- Discuss with the relevant, nominated Council Officer all requests for services that are beyond scheduled service provision. Such requests are to be made in writing where possible at least two weeks prior to the service requested being required.
- When requesting maintenance work, provide a preferred time schedule, which Officers will confirm subject to the availability of trades people and previous commitments.
- Refer any requests for capital works or projects to Recreation and Open Space Planning Department Leisure and Recreation no later than October each year with concept plans, costing and methods of funding to ensure that the project can be considered and a case prepared for the following year's budget.
- In the first instance discuss any matters regarding lease conditions or commercial issues with Recreation and Open Space Planning Department.

If committees of management are dissatisfied with the service provided they may, in the first instance, lodge a complaint with the Manager Recreation and Open Space Planning. If the committee is unsatisfied with that outcome they can then write to the:

Chief Executive Officer,  
Surf Coast Shire  
PO Box 350  
Torquay VICTORIA 3228

**APPENDIX 3 – SITE PLAN, DEANS MARSH MEMORIAL PARK**



Contains Vicmap Information  
 © The State of Victoria, Department of Sustainability & Environment, 2002.  
 Reproduced by permission of the Department of Sustainability and Environment.

This material may be of assistance to you but the State of Victoria, Surf Coast Shire and its employees do not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purpose, and therefore disclaims all liability for any error, loss or consequences which may arise from your relying on any information contained in this material.

This map is produced on the Geocentric Datum of Australia (GDA94).  
 GDA94 supersedes the Australian Geoid94 Datum 1984 (AGD84).

Surf Coast Shire uses the Map Grid of Australia (MGA54) Zone 55 projection.



1 MERRIJIG DRIVE  
 PO BOX 350  
 TORQUAY, VICTORIA  
 AUSTRALIA 3228  
 PHONE : +61 3 5261 0600  
 FAX : +61 3 5261 0525  
 INTERNET : [www.surfcoast.vic.gov.au](http://www.surfcoast.vic.gov.au)  
 EMAIL : [info@surfcoast.vic.gov.au](mailto:info@surfcoast.vic.gov.au)

